

Beth

August 29, 1979

Roger Bennett
City Manager
151 West Maley
Willcox, Arizona 85643

Re: Maintenance Agreement

Dear Mr. Bennett:

Per our recent discussion, I am forwarding herewith a duplicate copy of the draft Maintenance Agreement and transmittal letter dated June 27, 1978.

I would again like to emphasize the fact that the new agreement requires less of the community than the one which is presently in effect. The old agreement required the community to relamp the signals, clean the signal lenses, paint poles, etc., and pay for utilities. The new agreement relieves the city of the burden with regard to maintenance activities and now only requires the city to pay utilities. Accordingly, ADOT will assume all required maintenance.

Very truly yours,

GSCAR T. LYON, JR., P.E.
State Engineer

DAVID R. OLIVAREZ
Traffic Engineer
Traffic Operations Services

DRO:mz
Encl.

cc: Carlie Bowmer
G. B. Ohnesorgen

April 14, 1976

*DRo DRo
PRP and
M.M.*

The Honorable Theohmer A. Smith, Jr.
Mayor, City of Wilcox
Wilcox, Arizona 85643

Dear Mayor Smith:

Enclosed for your records are two fully-executed copies of the new Maintenance Agreement between the City of Wilcox and the Arizona Department of Transportation, Highways Division.

Very truly yours,

A. N. PRICE
State Engineer

E. F. Sandlin

E. F. SANDLIN
Deputy State Engineer

EF3/aa

Enclosures

cc - Oscar T. Lyon, Jr.

G. B. Obnesorgen w/attachment
Carlie Bowmer w/attachment ✓

File

RECEIVED

APR 19 1976

TRAFFIC OPERATIONS
PHOENIX

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF ARIZONA, acting by and through its STATE DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, as party of the first part, and the CITY OF WILLCOX, as party of the second part.

WITNESSETH:

WHEREAS, it is to the mutual benefit of the STATE OF ARIZONA and the CITY OF WILLCOX to enter into an agreement covering the maintenance of those certain State Highways known as Business Route 10 and State Route 186 which are State Highways of the STATE OF ARIZONA and which traverse the said CITY OF WILLCOX over those certain streets known as Haskell Avenue, Maley Street and Rex Allen Drive, which form the necessary and convenient links for the connection of sections of the aforesaid state highways and for carrying of such state highways through said CITY OF WILLCOX as more particularly set forth upon the map attached hereto and marked "Exhibit A", and by reference made a part hereof.

NOW, THEREFORE, it is hereby mutually agreed by and between the CITY OF WILLCOX and the STATE OF ARIZONA, acting by and through its State Department of Transportation, as follows:

1. That the STATE OF ARIZONA, acting by and through its STATE DEPARTMENT OF TRANSPORTATION shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked "Exhibit A"; said jurisdiction, control and responsibility to include:

- a. Betterment or reconstruction of roadway, curbs, sidewalks, medians and channelization.
- b. Bridges and Drainage.

- c. Guardrails and fences.
- d. Transportation permits, such as overweight, overwidth and overheight as prescribed by law.
- e. Routine maintenance of roadway and curbs except for sweeping and cleaning. Various types of maintenance include, but are not limited to, resurfacing, resealing, restriping, and patching of the highway roadway.
- f. Permits for Highway Right-of-Way Encroachment and Use. The CITY will assist in the administration of this procedure to the extent that they will make applicants for CITY building permits aware of the requirements of the State Department of Transportation.
- g. Removal of sand, rock and other debris caused by slides or other unusual causes.
- h. Snow removal operations will consist of clearing the surface roadway of snow and drifts and sanding of icy pavements.
- i. Traffic control devices, including signs, signals, striping and marking (except as specified below).

Maintenance and construction of traffic control devices covered by separate agreement will be as outlined in said agreement.

- 1. The word "Sign" as used herein, refers to the devices mounted on a fixed or portable support whereby a specific message is conveyed by means of words or symbols officially erected for the purpose of regulating, warning or guiding traffic.

2. Stop signs to be installed at those intersections where CITY streets intersect the State Highway will be furnished to the CITY by the State Department of Transportation. The CITY will install the signs to State specifications and will replace those which are damaged or weathered from the supply issued by the State Department of Transportation.
3. Signs prescribing the speed limit and signs prescribing parking regulations on those streets that are a part of the Highway System will be furnished to the CITY by the Department of Transportation. The CITY will install the signs to State specifications and will replace those which are damaged or weathered from the supply issued by the Department of Transportation. All such signs which are in effect 24 hours a day shall be reflectorized.
4. Street name signs shall be furnished and installed by the CITY under State specifications.
5. Information signs, including route shields, will be furnished and installed by the Department of Transportation.
6. Highway signs must not interfere with or obstruct any signal or other traffic device, or in any way be a hazard to safety.

The Department of Transportation shall install and maintain traffic lane striping on all streets that are a part of the State Highway System. The Department of Transportation shall install and maintain all channelization formed by the use of paint.

- j. Highway junction illumination and any other illumination for the express purpose of safety for the traveling public (including energy charges).

2. That the CITY OF WILLCOX shall furnish the STATE information as to annexation of any areas that include STATE HIGHWAYS. Following the nature of said annexation, the STATE shall submit to the CITY OF WILLCOX, an amendment to this agreement, which shall include a revised map.

3. That the CITY OF WILLCOX shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over routine maintenance and be responsible for routine maintenance of:

- a. Sidewalks.
- b. Sprinkling.
- c. Street lighting (other than safety lighting). Street or boulevard lighting shall be installed after approval of Permit Form 22-051: consideration of the proposal to install lights shall include review of the proposed lighting design and its effect on the highway. Lighting equipment must not interfere with or obstruct any signal or other traffic device, or in any way be a hazard to safety. The maintenance will consist of all repairs and replacement of equipment and including energy charges.
- d. Street name signs, parking signs and marking in accordance with uniform STATE standards. The CITY shall maintain all approved crosswalks presently in place across streets which are a part of the State Highway System and shall maintain any additional crosswalks after the initial installation by the State Department of Transportation. The outer limits of the parallel parking zones shall be installed initially by the STATE; maintenance of the line and subdivision into spaces shall be done by CITY FORCES.
- e. Sweeping and cleaning of roadway and curbs.
- f. Roadside and any roadside park or other unique landscaping development under jurisdiction of the STATE (including power and water).

4. That the CITY shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.

5. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right-of-Way" shall be adhered to as a minimum by the CITY. A copy of said regulations is attached hereto and marked "Exhibit B", and by reference made a part hereof.

6. That the CITY OF WILLCOX shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway Right-of-Way. The CITY OF WILLCOX will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked "Exhibit C", and by reference made a part hereof.

7. That the CITY OF WILLCOX will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway Right-of-Way.

8. That any or all of the terms, conditions and provisions, and attached exhibits forming a part hereof, shall remain in full force and effect for a period of five (5) years from the date hereof, at which time it shall terminate, provided that the same may be amended, supplemented, terminated or extended by mutual consent of the parties hereto at any time prior to the termination of this instrument.

9. That this Agreement shall supersede all previous Street Maintenance Agreements. This does not include existing traffic control devices and lighting or illumination agreements.

10. All work performed under the provision of this agreement shall be performed in a manner satisfactory to the Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the CITY OF WILLCOX on the 17th day of February, 1976, and the STATE OF ARIZONA, acting by and through its STATE

DEPARTMENT OF TRANSPORTATION on the 14th day of April, 1976.

ATTEST:

CITY OF WILLCOX
A Municipal Corporation

Beth E. Stokland
CITY CLERK

BY: William A. Smith Jr.
MAYOR

STATE OF ARIZONA, acting by and
through its STATE DEPARTMENT OF
TRANSPORTATION.

BY: Richard L. Goff
CHIEF DEPUTY STATE ENGINEER

SUBJECT:	Project:	Signalization/Maintenance
	Highway:	B-10 and SR 186
	Section:	City of Willcox
	Document Number:	A. G. Contract No. 81-634
	Principal:	City of Willcox/State of Arizona

It is requested that a preaudit be performed on the subject documents. Upon completion of the preaudit, the documents should be returned to:

Carlie Bowmer, Assistant State Engineer
Traffic Engineering Section - 204E

Signature: Mary Klench

Title: Administrative Secretary

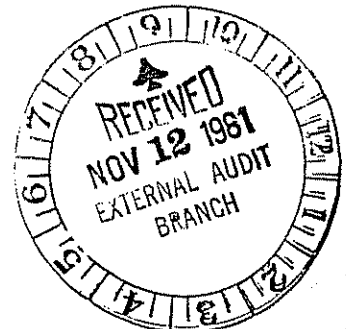
Preaudit Report No. 140 Date: 11/12/81

The subject documents were preaudited by the External Audit Branch in accordance with departmental procedures. No exceptions were taken.

[Handwritten Signature]
STAFF AUDITOR

Approved:


EXTERNAL AUDIT MANAGER



AUTHORIZED POSITION
OF
ADVERTISING SIGNS
ALONG
STATE HIGHWAY RIGHT-OF-WAY

APPROVED BY
STATE HIGHWAY COMMISSION
DATE 2-29-30

NOTE--

ENCROACHMENTS NOT
PERMITTED ALONG
INTERSTATE HIGHWAY
SYSTEM R/W.

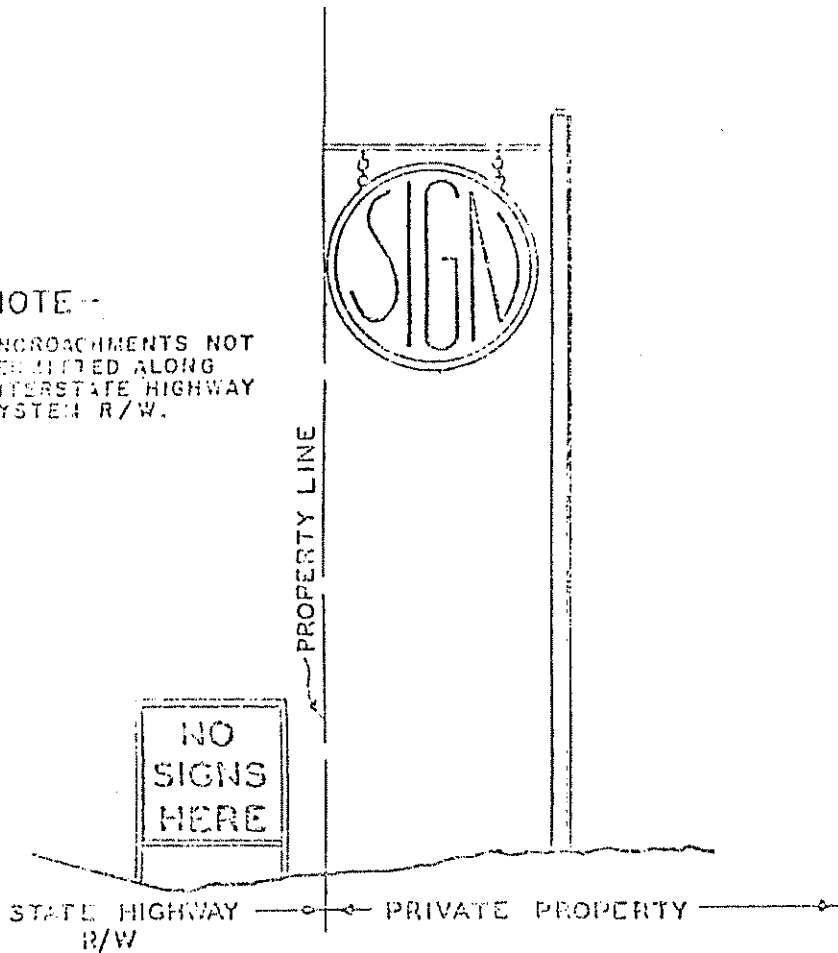


FIG. NO. 1
No Permit Needed

- SIGNS -

WITH WORDS "STOP" - "SLOWDOWN"
ETC., OR OF SIMILAR SHAPE OR COLOR
AS OFFICIAL SIGNS NOT PERMITTED.

ALL SIGNS, AWNINGS OR OTHER STRUCTURES
REQUIRING PERMIT SHALL ALSO BEAR THE
PERMIT NUMBER IN LEGIBLE LETTERS NOT
LESS THAN ONE (1) INCH HIGH.

NOTE-A-

LENGTH OF AWNING MAY
VARY AS SHOWN IN FIG 2
FOR LENGTH OF SIGNS,
EXCEPT WHERE CITY OR
COUNTY ORDINANCES PROVIDE
SMALLER MAXIMUMS.

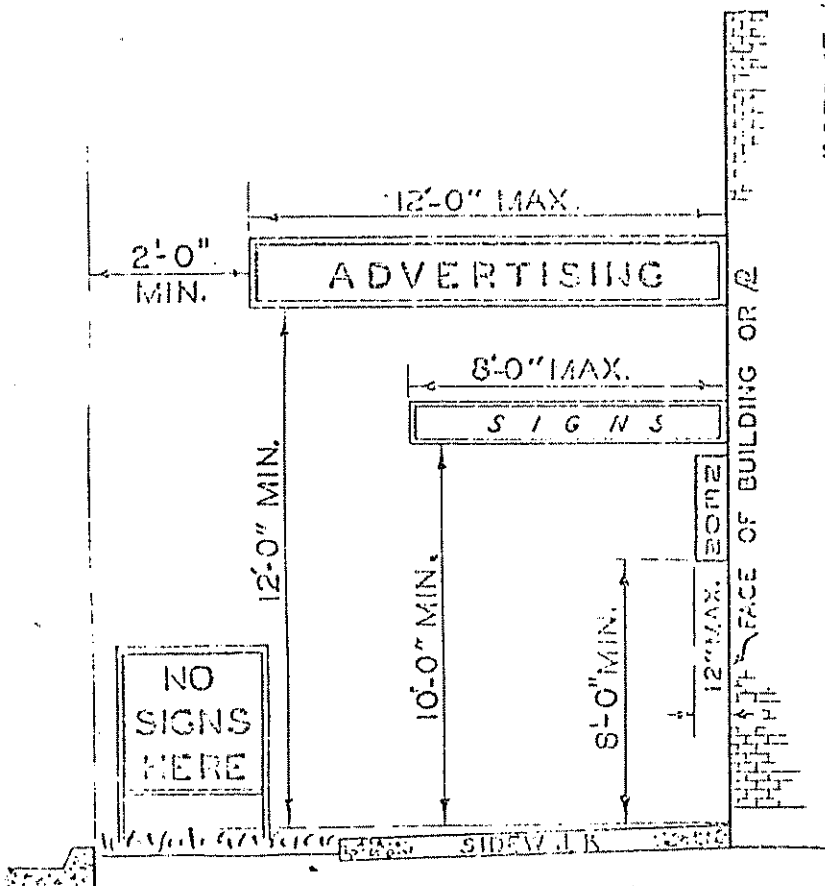


FIG. NO. 2
Permit Needed

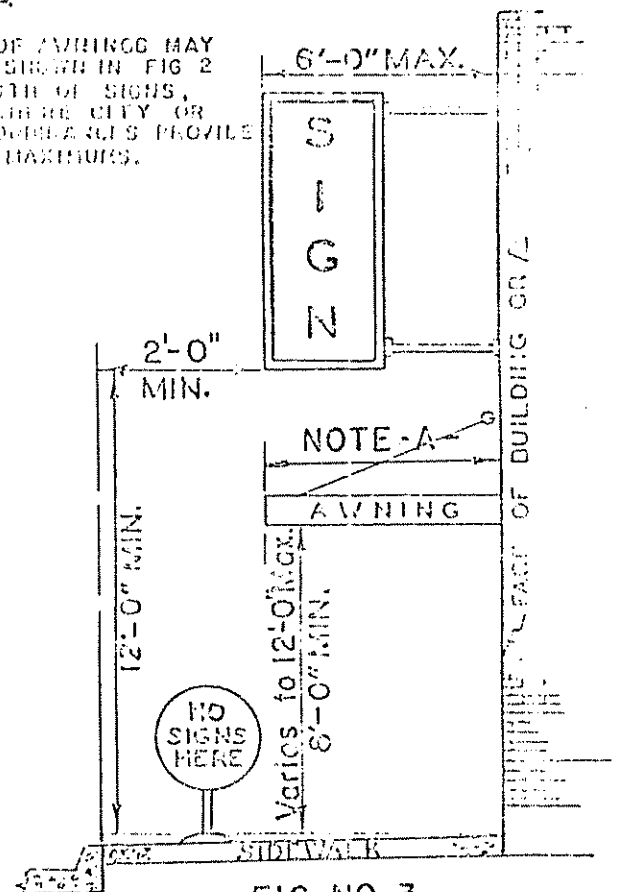


FIG. NO. 3
Permit Needed

CERTIFICATE OF INSURANCE



Co. Code ☐ 1 Hartford Fire Insurance Company
☒ 5 Hartford Accident and Indemnity Company
☒ 3 Hartford Casualty Insurance Company

Co. Code ☒ 6 New York Underwriters Insurance Company
☒ 7 Twin City Fire Insurance Company

This is to certify that the company designated herein by Co. Code has issued to the named insured the policies enumerated below:

Co. Code
7

Named Insured and Address

**CITY OF WILLCOX
 DRAWER 1
 WILLCOX, AZ 85643**

The policies indicated herein apply with respect to the hazards and for the coverages and limits of liability indicated by specific entry herein but this certificate of insurance does not amend, extend or otherwise alter the terms and conditions of the insurance coverage in the policies identified herein.

		Coverages and Limits of Liability					
		(SINGLE LIMIT)		(DUAL LIMITS)			
* Hazards	Policy Number and Policy Term	Bodily Injury and Property Damage Liability		Bodily Injury Liability		Property Damage Liability	
		each occurrence	aggregate	each occurrence	aggregate	each occurrence	aggregate
General Liability Premises-Operations	590BP207716 07 01 73/76	\$,000	\$,000	\$ 500,000	XXXX	\$ 100 ,000	\$ 100,000
Independent Contractors		\$,000	\$,000	\$,000	XXXX	\$,000	\$,000
Completed Operations; Products		\$,000	\$,000	\$,000	\$,000	\$,000	\$,000
Contractual (as described below)		\$,000	\$,000	\$,000	XXXX	\$,000	\$,000

		Coverages and Limits of Liability					
		(SINGLE LIMIT)		(DUAL LIMITS)			
Hazards	Policy Number and Policy Term	Bodily Injury and Property Damage Liability		Bodily Injury Liability		Property Damage Liability	
		*each occurrence	aggregate	each person	*each occurrence	*each occurrence	aggregate
Automobile Liability Owned Automobiles	590BP207716 07 01 73/76	\$,000	XXXX	\$ 250,000	\$ 500,000	\$ 100 ,000	XXXX
Hired Automobiles		\$,000	XXXX	\$,000	\$,000	\$,000	XXXX
Non-Owned Automobiles		\$,000	XXXX	\$,000	\$,000	\$,000	XXXX
Workmen's Compensation and Employers' Liability				Compensation — Statutory			
				Employers' Liability — \$,000			
Umbrella Liability				\$,000,000			

*If with respect to Automobile Liability the Policy Number entered above includes the symbol GB, AZ, MVP, MAG or PGB, the word "occurrence" is amended to read "accident"

Location and description of operations, automobiles, contracts, etc (For contracts, indicate type of agreement, party and date.) **STATE ROAD RIGHT AWAY IN THE CITY LIMITS OF WILLCOX, AZ**

If policy is canceled, 10 DAYS
 written notice will be given to:

STATE OF ARIZONA

Date **02 04 76 lt**

By

WILLCOX INSURANCE AGENCY

306097

Authorized Representative

Exhibit "C"